

COLLECTIVE AGREEMENT

between

VICTORIAN ORDER OF NURSES – ONTARIO BRANCH,
THUNDER BAY AND DISTRICT SITE
(hereinafter referred to as the "Employer")

and

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

EXPIRY: MARCH 31, 2010

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and the final settlement of disputes. Salaries, hours of work and other conditions of employment contained in this Collective Agreement are established by mutual agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses employed in a nursing capacity by the Victorian Order of Nurses – Ontario Branch, Thunder Bay and District Site, in the Districts of Thunder Bay, Kenora and Rainy River, save and except Managers and persons above the rank of Manager.
- 2.02 All references to officers, representatives and committee members of the Association in this Agreement, shall be deemed to mean officers, representatives and committee members of the Association's duly chartered local who are employed by the Victorian Order of Nurses – Ontario Branch, Thunder Bay and District Site.

ARTICLE 3 – DEFINITIONS

- 3.01 "Registered Nurse" is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, 1991 and the Nursing Act, 1991, provided that she presents to the Employer on or before December 31st of each year her current Certificate of Competence or proof of payment thereof.
- 3.02 A "Full-Time Nurse" is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 16.
- 3.03 A "Regular Part-Time Nurse" is a nurse who regularly works less than the normal full-time hours referred to in Article 16 and who has made a commitment to the Employer to be available for work on a regular predetermined basis and in respect of whom there is predetermined scheduling.
- 3.04 "Interim Replacement Nurse" is a nurse who works a normal work week or something less than a normal work week on a regular basis, but whose appointment as an interim replacement nurse has a terminal date established prior to employment as an interim replacement nurse.
- 3.05 "Casual Part-Time Nurse" is a nurse who works on a 'relief' or 'short-notice basis' whose employment may vary in length from day to day and week to week, is available for call-ins as circumstance demands and is paid at a per hour rate.
- 3.06 "Executive Director" shall mean the Executive Director of the Employer or a person appointed to act in her absence.

- 3.07 "Arbitration Board" shall mean a three-person Board of Arbitration as herein provided or a single arbitrator selected by the Employer and the Association.
- 3.08 For the purpose of interpretation of this Agreement, the feminine gender shall mean and include the masculine gender and similarly the singular shall include the plural and vice versa as applicable.
- 3.09 A "half-time or greater position" as referred to in this Agreement shall mean a position held by a regular part-time nurse who regularly works on a predetermined and fixed schedule of at least eighteen and three-quarters (18 3/4) hours or more per week.

ARTICLE 4 – RELATIONSHIP

- 4.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association, or by reason of exercising her rights expressly provided for under the Collective Agreement or by any other factor which is not pertinent to the employment relationship.
- 4.02 The Employer and the Association agree that in applying this Agreement, they will comply with the provisions of the Ontario Human Rights Code, the Employment Standards Act and the Ontario Labour Relations Act.
- 4.03 Prohibition of Association Activities
- The Association agrees that neither it, nor its officers, agents, representatives or members will engage in Association activities on Employer time or on Employer property except as authorized by this Agreement.

ARTICLE 5 – NO STRIKE, NO LOCKOUT

- 5.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts, so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, 1995.

ARTICLE 6 – ASSOCIATION SECURITY

- 6.01 Automatic Check Off
- It will be a condition of employment for all nurses that amounts equivalent to regular Association dues will be deducted from their earnings and remitted to the Association and such deductions will commence with the first deduction date following date of employment. No deductions shall be made in any month in which a nurse does not receive any pay from the Employer.

6.02 Remittance of Deductions

The Employer shall remit to the Vice-President, Finance of the Association once each month the Association dues or the equivalent thereof so deducted along with the names, addresses and social insurance numbers of all nurses from whom there have been deductions as well as the names of nurses newly hired, terminated or absent for that month. The Association shall indemnify and hold the Employer harmless with respect to all dues or the equivalent thereof so deducted and remitted with respect to any liability which the Employer might incur as a result of such deductions and remittances.

The Employer shall annually provide each nurse with a statement of dues deductions for income tax purposes, T-4 Supplementary Slip.

6.03 Interview of New Employees

On or before the commencement of her employment, the Employer will give to each newly employed nurse a copy of this Collective Agreement. The Employer shall notify the Association of the name and starting date of each newly employed nurse upon commencement of employment. It is agreed that a representative of the Association will be given an opportunity to interview each newly hired nurse during orientation and the Employer will co-operate with the Association in arranging this interview time during working hours. The interview time shall not exceed fifteen (15) minutes per nurse.

6.04 The Employer will provide each nurse covered by this Agreement a copy of the Collective Agreement each time the Agreement is renewed. The cost of duplicating the Collective Agreement will be shared equally by the Association and the Employer.

ARTICLE 7 – MANAGEMENT RIGHTS

7.01 The Employer retains all the rights of management save insofar as they are modified by this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the sole right of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, suspend, discharge or otherwise discipline nurses, provided (subject to Article 9.10) that a claim by a nurse of discharge, suspension, or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine the methods, job classifications and content, work assignments, schedules, procedures, programs, locations, equipment, means of transportation while on duty, areas in which the nurses work, numbers of nurses and staff requirements.

7.02 The above rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

- 7.03 All matters concerning the operation of the Site not dealt with herein shall be reserved to the Employer and be its sole responsibility.

ARTICLE 8 – ASSOCIATION REPRESENTATION

- 8.01 The Employer will recognize two (2) nurse representatives. Such nurse representatives shall be employees of the Employer.

- 8.02 The Employer will recognize a Grievance Committee of two (2) nurses employed by the Employer.

- 8.03 The Employer will recognize a Negotiating Committee of two (2) nurses employed by the Employer and appointed by the Association for the purpose of meeting with the Employer to negotiate renewal Agreements.

- 8.04 Professional Committee

The Employer and the Association agree to set up a Professional Committee consisting of two (2) nurses employed by the Employer and appointed by the Association and two (2) Employer representatives. The Committee will meet every third month and more frequently as requested by either party to review all matters of concern relating to the delivery of Professional Services, to review the content of the Orientation and In-Service programs from time to time, and to review any other matters of concern. The duties of the Chairperson and Secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) days prior to the meeting, it being understood that items may be added to the agenda as new business at the meeting. Minutes will be kept and circulated to Committee members.

- 8.05 (a) The Association acknowledges that nurse representatives and Grievance Committee members have regular duties to perform and that such nurses will not leave their regular duties without first obtaining permission from their immediate Manager and such permission shall not be unreasonably withheld. On resuming regular duties, they will report to their immediate Manager. In accordance with this understanding, such nurse representatives and Grievance Committee members attending meetings with the Employer (not including arbitration hearings or settlement officer's hearings pursuant to a Section 45 application) during regular working hours shall not lose pay as a result of such attendance.
- (b) Nurses attending Professional Committee meetings shall not lose pay as a result of meetings of that Committee.
- (c) A nurse on the Negotiating Committee attending negotiating meetings with the Employer for the renewal of this Collective Agreement up to the time either party applies for conciliation, but not thereafter, which occur during the nurse's scheduled working hours shall not lose her regular pay as a result of such attendance.

8.06 Occupational Health and Safety

- (a) The Employer shall comply with the Occupational Health and Safety Act and any other federal, provincial and municipal health and safety legislation and regulations.
- (b) The Employer agrees to accept as members of its Health and Safety Committee one (1) nurse employed by the Employer and appointed by the Association.
- (c) The Health and Safety Committee shall hold meetings every third month or more frequently as required. The Committee shall maintain minutes of all meetings and copies shall be given to all Committee members.
- (d) A member of the Health and Safety Committee is entitled to such time from work as is necessary to attend meetings of the Committee and to carry out her duties, if any, under Sections 8 (8) and 8 (9) of the Occupational Health and Safety Act, and the time so spent shall be deemed to be work time for which she shall be paid by the Employer at her regular or premium rate as may be applicable.

8.07 The Association shall keep the Employer notified in writing of the names of the current nurse representatives, committee members and any officers of the Local Association who are employed by the Employer.

8.08 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of the Agreement, provided prior arrangements are made with the Executive Director or her designate. Such representatives shall have access to the premises only with the approval of the Executive Director or her designate.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 If a nurse believes she has a complaint concerning the interpretation, application or administration of this Collective Agreement and makes an allegation that the Collective Agreement has been violated, an earnest effort to settle the dispute shall be made. It is understood that a nurse will first give her Manager an opportunity to adjust her complaint.

A nurse having a complaint or one designated member of a group having a complaint shall, within ten (10) days after the circumstances giving rise to the complaint has occurred, first verbally take up the complaint with the immediate Manager who will attempt to adjust it.

A nurse may request the immediate Manager to call the nurse representative to handle a specified complaint with the immediate Manager and the immediate Manager will send for the nurse representative without undue delay for further discussion of the complaint.

(a) Step 1

If the complaint is not adjusted by the immediate Manager within five (5) days, the nurse may submit a written grievance signed by the nurse involved to the immediate Manager within five (5) days after the period allowed to the immediate Manager to adjust the complaint. The immediate Manager will deliver her decision in writing to the nurse and nurse representative within five (5) days following the day on which the grievance was presented to her. Failing settlement, then:

(b) Step 2

The grievance may be submitted by the nurse alone or with a nurse representative within five (5) days thereafter to the Executive Director or her designate who shall call a meeting with the Grievance Committee which meeting shall be held within five (5) days of the submission of the grievance at Step 2 unless extended by written agreement of the parties. It is agreed that a representative of the Ontario Nurses' Association may be present at the meeting. The decision of the Employer shall be delivered in writing to the nurse and the nurse representative within five (5) days following the date of such meeting. If the decision is unsatisfactory to the nurse, it may be referred to arbitration.

9.02 Either the Employer or the Association may require that the nurse or a member of the group of nurses involved in the grievance being appealed shall be present at the Step 2 meeting.

9.03 All grievance forms shall contain only one (1) grievance. A written grievance shall contain a clear and concise statement concerning the complaint, the nurses involved, the date on which the alleged grievance occurred, and the relief sought if practicable. Grievances shall be on the form set out in Appendix 2.

9.04 Arbitration

Should any grievance fail to be satisfactorily settled on the foregoing procedure, the Association may within fifteen (15) days following receipt of the answer from the Executive Director or her designate, notify the Employer in writing of its desire to submit the difference or allegation to arbitration accompanied by the written consent of the nurse. The Association and the Employer may agree upon a sole arbitrator to hear the matter and for this purpose will exchange nominations.

Failing agreement between the Association and the Employer within ten (10) days as to a sole arbitrator to be appointed, the matter may be referred within four (4) days thereafter to a Board of Arbitration composed of three (3) members, and either the Association or the Employer may inform the other in writing of its desire to submit the matter to arbitration by a three-person Board, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within ten (10) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be Chairman. If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour for Ontario to fill the vacancies.

No person may act as an arbitrator who is a member of the Association or the Employer's Board of Directors or an employee of either the Association or the Employer or who has been directly involved in attempts to negotiate or settle the grievance.

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any nurse affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern. The decision shall be discussed by the Arbitration Board with all members of the Board present before it is rendered to the parties involved.

If the grievance is not referred to arbitration within the said fifteen (15) day period, the grievance will be deemed to have been finally abandoned.

9.05 Time Limits

No grievance may be processed to arbitration unless it has been properly processed through the grievance procedure and within the time limits established by this Collective Agreement.

Time limits shall be computed by excluding Saturdays, Sundays and paid holidays listed in this Agreement. If a grievance which has been introduced into the grievance procedure is not processed with any of the time limits set down by this Agreement, this specific grievance may not be re-introduced as a new grievance. Failure of the Employer to meet its time limits shall permit the aggrieved nurse to take the grievance to the next succeeding Step, provided she presents the grievance at this next Step within five (5) days after the expiration of the said time limit.

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent in writing by the Executive Director or her designate and the Chairman of the Grievance Committee.

9.06 Authority of Arbitration Board

It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it, nor shall any practices or customs become binding unless they are acknowledged in writing between the Executive Director and the Association.

9.07 Compensation of Arbitration Board

The Association and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half (1/2) of the fees and expenses of the Chairman or of a single arbitrator.

9.08 Place of Hearing

Arbitrations shall be heard at Thunder Bay, Ontario, or at such other places as may be agreed upon by the Association and the Employer.

9.09 Agreements During Grievance Procedure

All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer and the Association and the nurses.

9.10 Discharge Grievances

If a nurse who has completed her probationary period believes she has been discharged without just cause, she may file a written grievance with the Executive Director within ten (10) calendar days after she has been given notice of discharge. Step 1 of the grievance procedure shall be omitted in that case, but all remaining provisions contained in Article 9 shall be applicable and complied with in the processing of a discharge grievance.

A discharge grievance may be settled under the grievance or arbitration procedure by:

- (a) confirming the Employer's action in dismissing the nurse; or
- (b) re-instating the nurse with full compensation for the time lost; or
- (c) by any other arrangement which is just and equitable.

9.11 At any Step in the grievance procedure, including the complaint stage, a nurse may be accompanied by a nurse representative.

ARTICLE 10 – ASSOCIATION AND EMPLOYER GRIEVANCES

10.01 A complaint or grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of the Agreement may be submitted in writing by either party within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. Employer grievances will be submitted to the Local President or her designate and Association grievances will be submitted to the Executive Director or her designate. The Employer and the Association shall have ten (10) days to try to resolve the grievance by discussion. Should the parties agree to extend the time limits for the resolution of a grievance under this Article, the party with whom the grievance was filed shall have five (5) working days from the holding of a meeting between the parties to deliver its written answer to the grieving party. If such grievance cannot be resolved by discussion, such grievance may be referred to arbitration pursuant to Article 9.04 except that the first sentence of 9.04 is amended for purpose of this Article to read:

"Should the grievance fail to be satisfactorily settled through discussion, the party grieving may within fifteen (15) days following the receipt of the answer in Article 10, notify the other party in writing of its desire to submit the difference or allegation to arbitration."

It is expressly understood, however, for purposes of an Association grievance, the provisions of this Article may not be used with respect to a grievance directly affecting a nurse which said nurse could herself institute and the regular grievance procedure shall not be thereby by-passed.

ARTICLE 11 – PROFESSIONAL RESPONSIBILITY AND ORIENTATION/IN-SERVICE

11.01 Professional Responsibility

In the event that the Employer assigns a number of patients or a workload to an individual nurse or group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care she or they may refer the matter in writing to the Professional Committee within thirty (30) calendar days. The Chairman of the Professional Committee shall convene a meeting of the Professional Committee within ten (10) calendar days of the referral. The Committee shall discuss and attempt to resolve the matter to the satisfaction of both parties.

11.02 Staff Development Policy

Both the individual employee and the Employer share in the responsibility for extending the scope of the workers' competence.

Included in In-Service Education Programs, where appropriate, will be:

- (a) The teaching, certification and recertification of special procedures and "Sanctioned Medical Acts" as established and amended by the College of Nurses of Ontario.
- (b) Information will be made available to staff concerning all aspects of services provided by the Employer. Where necessary. Appropriate In-Service Programs will be provided pertaining to a specific service.
- (c) All In-Service Education Programs will be posted on designated notice boards and scheduled to allow the opportunity for staff to participate.

The content of the In-Service Programs may be the subject of discussion at the Professional Committee.

11.03 Orientation Policy

The Employer provides an Orientation Program for all categories of staff which is contained in the Site Orientation Manual. A planned Orientation Program of not less than two (2) weeks includes a familiarization with the agency structure, lines of communication, all policies and procedures and an introduction to necessary reference manuals.

An orientation to the specific area of work is provided under the supervision of an appropriate staff member and, where necessary, is geared to individual needs.

The content of the Orientation Program may be the subject of discussion at the Professional Committee.

ARTICLE 12 – EVALUATIONS AND ADVERSE REPORTS

- 12.01 Any completed evaluation on a nurse shall be reviewed with the nurse and the nurse shall also be given a copy of the evaluation. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed on her file. If the nurse does not wish to add her views to the evaluation such nurse shall make a notation to that effect on the form.
- 12.02 Upon written request, a nurse may review her personnel file once a year, in the presence of her Manager.
- 12.03 All documents shall be brought to the nurse's attention, in a timely fashion, prior to being placed in her file. The nurse will sign and date the document indicating she has read it. It is understood that evaluations do not constitute disciplinary action unless so indicated in writing to the nurse by the Employer.
- 12.04 Upon the request of the employee, any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for eighteen (18) months of active time at work.

ARTICLE 13 – SENIORITY

- 13.01 Probationary Period
- (a) (i) The probationary period for a full-time nurse shall be four (4) months worked from the date of her last hire by the Employer. The probationary period for a regular part-time nurse shall be six hundred and fifty (650) hours worked from the date of her last hire by the Employer. With the written consent of the Employer, the nurse and the Local Association, such probationary period may be extended. It is understood and agreed that any extension to the probationary period will not exceed an additional forty (40) shifts (three hundred (300) hours) worked and, where requested, the Employer will advise the nurse and Association of the basis of such extension. If retained after the probationary period, seniority of each full-time and regular part-time nurse will be dated from the date of her last hire by the Employer. The termination of employment of a probationary nurse may not be the subject of a grievance.
- (ii) The probationary period for a casual nurse and an interim nurse shall be six hundred and fifty (650) hours worked from the date of her last hire by the Employer. With the written consent of the Employer, the nurse and the Local Association, such probationary period may be extended. It is understood and agreed that any extension to the probationary period will not exceed an additional three hundred (300) hours worked and, where requested, the Employer will advise the nurse and the Association of the basis of such extension. If retained after the probationary period, seniority of each casual and interim nurse will be dated from the date of her last hire by the Employer. The termination of employment of a probationary nurse may not be the subject of a grievance.

13.02

Seniority List

- (a) There will be three (3) separate seniority lists for 1) full-time nurses, 2) regular part-time nurses and 3) casual and interim replacement nurses.

Seniority lists will be posted on April 30th (to include up to March 31st) and October 31st (to include up to September 30th) of each year and two (2) copies will be given to the Association.

Upon posting of the seniority lists, the Association and affected nurses will have thirty (30) calendar days to make written objections to the accuracy of the lists, failing which the seniority lists will be deemed to be accurate.

- (b) Full-time seniority will be credited on the basis of years worked. Regular part-time, casual part-time and interim replacement seniority will be credited on the basis of hours worked with fifteen hundred (1500) hours worked equalling one (1) full-time year.
- (c) In the event a full-time nurse obtains a regular part-time, casual part-time or interim replacement position or vice versa, the nurse will transfer her seniority to the regular part-time, casual part-time or interim replacement position or vice versa, on the basis of one (1) year of full-time service equals fifteen hundred (1500) hours of regular part-time, casual part-time or interim replacement service.
- (d) A full-time or regular part-time nurse who obtains an interim replacement position and then returns to her previous full-time position or regular part-time position will continue to accumulate seniority while working in the interim replacement position.
- (e) Casual part-time and interim replacement nurses shall accrue seniority for the purpose of job postings only.
- (f) All nurses presently on staff will have seniority credited to them from date of last hire and including any time spent as a casual part-time nurse or an interim replacement nurse.

13.03

The Employer and the Association agree that in cases of transfers and promotions (other than promotions to positions outside the bargaining unit) and demotions the following factors shall be considered:

- (a) Current: qualifications including education, skill, ability, experience and performance.
- (b) Seniority.

Where the factors in (a) are equal, seniority shall govern. It is expressly agreed that the Employer, in establishing selection criteria pursuant to factors in (a), may distinguish between, and assign appropriate priorities to, education, skill, ability, experience and performance in the two (2) service areas.

- 13.04 (a) In the event of a lay-off, only nurses working in the service areas where the lay-off occurs shall be affected. The lay-off of such affected nurses shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are able to perform the available work.

For the purpose of this Article "service areas" shall be defined as the Thunder Bay Site Office and each of the Satellite Offices in Nipigon, Terrace Bay, Marathon and Geraldton.

- (b) A nurse laid off under 13.04 (a) shall be recalled to a vacant position in her service area in which the lay-off occurred in order of seniority, provided that the nurse is able to perform the available work.
- (c) A lay-off or recall of a full-time nurse shall be separate and apart from the lay-off or recall of a regular part-time nurse.
- (d) If the Employer is considering laying off a full-time or regular part-time nurse from a service area, the Employer will first offer such nurse any work done by casual part-time, interim replacement or probationary nurses in the affected service area before laying off such nurse.

If the Employer lays off a full-time or regular part-time nurse in the affected service area, such nurse shall be assigned any work which becomes available in the affected service area. If the Employer is unable to contact the laid off nurse, or if the nurse does not accept the offered work, then a casual part-time nurse may be utilized.

If a full-time or regular part-time nurse in a half-time or greater position accepts such offered work, she shall be paid by the hour at a rate based on her level on the salary scale. All time worked shall be credited towards her seniority and service review date. Any earned benefits (e.g., accumulated but unused sick leave credits, credited service towards vacation entitlement, etc.) will be retained by such nurse but will not accumulate, accrue or be utilized until such nurse returns to a half-time or greater position.

If a regular part-time nurse who works in less than a half-time or greater position accepts such offered work, she shall be paid by the hour at a rate based on her level on the salary scale. All time worked shall be credited towards her seniority and service review date.

If the laid off nurse works the same hours as a regular part-time nurse in a half-time or greater position on a regular basis she shall receive benefits in accordance with Article 20 pertaining to a regular part-time nurse in a half-time or greater position. If the laid off nurse works fewer hours than those of a half-time or greater position, Article 20.04 (b) shall apply to such nurse while so working.

If such full-time or regular part-time nurse in a half-time or greater position returns from a lay-off to a half-time or greater position, she shall receive benefits in accordance with Article 20 pertaining to a regular part-time nurse in a half-time or greater position.

If such full-time or regular part-time nurse in a half-time or greater position returns from lay-off to a position in which she works fewer hours than in a half-time or greater position, Article 20.04 (b) shall apply to such nurse while so employed and her participation in those benefits and benefit plans that applied to her when she was in a full-time or half-time or greater position shall be then terminated.

- (e) All full-time and regular part-time nurses represented by the Association who are on lay-off will be given a job opportunity in full-time and regular part-time positions before any new nurse is hired into either position.
- 13.05
- (a) Subject to clause 13.05 (c) seniority shall be retained and accumulated when a full-time or regular part-time nurse is absent from work under the following circumstances:
 - (i) on an approved leave of absence with pay;
 - (ii) on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days or less;
 - (iii) when in receipt of paid sick leave;
 - (iv) when in receipt of Workers' Compensation Disability Benefits (but not full pension).
 - (b) Subject to clause 13.05 (c) seniority shall be retained but not accumulated when a full-time or regular part-time nurse is absent from work under the following circumstances:
 - (i) on an approved leave of absence without pay in excess of thirty (30) continuous calendar days for the period of time which exceeds thirty (30) continuous calendar days;
 - (ii) when absent due to accident or illness not compensable under the Workers' Compensation Act and not covered by paid sick leave;
 - (iii) when absent due to lay-off.
 - (c) A nurse's seniority rights and her employment shall be deemed to have been terminated if she:
 - (i) leaves of her own accord;
 - (ii) is discharged and the discharge is not reversed through the Grievance and/or Arbitration Procedure;
 - (iii) is absent without permission unless she provides a justifiable reason or overstays a permitted leave of absence unless she provides a justifiable reason;
 - (iv) is absent from work for more than eighteen (18) months due to lay-off;

- (v) fails upon being recalled to work following a lay-off to advise the Employer within eight (8) days of the giving of notice of recall that she intends to return to work or fails within that period of time to provide the Employer with an acceptable reason for not returning or if she fails to return to work within a period of twelve (12) days of being notified to do so by the Employer or such further time as may be agreed upon in writing by the parties, and notice of recall shall be deemed to have been given when delivered personally to the nurse or when mailed by registered mail to her last address on record with the Employer.

- 13.06
- (a) A nurse who obtains a position outside of the bargaining unit shall, subject to (b) below, retain but not accumulate her seniority held at the time of transfer. In the event the nurse returns to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
 - (b) In the event that a nurse obtains a position outside of the bargaining unit under (a) above for a specific task which does not exceed a period of six (6) months and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a nurse may decline such offer to assume the task. The six (6) month period referred to above may be extended by agreement of the parties.

- 13.07
- Prior to laying off a full-time or regular part-time nurse for a duration of six (6) weeks or more, the Employer will first advise the Association and the nurse(s) to be laid off of the lay-off and meet to discuss the lay-off. Notice of lay-off to individual nurses shall be in accordance with the Employment Standards Act. A full-time or regular part-time nurse being laid off for a duration of six (6) weeks or more will receive at least three (3) weeks' notice of lay-off.

13.08 Notice of Termination of Employment

Unless excused by the Employer, every nurse shall give at least four (4) weeks notice of termination of her employment.

- 13.09
- (a) All vacancies within the bargaining unit which the Employer decides to fill will be posted for at least seven (7) calendar days during which time any nurse may make written application for the position. The posting is waived for such vacancies when the vacancy is:

- (i) temporary with a duration of three (3) months or less.

The Employer shall have the right to fill a posted vacancy on a temporary basis to allow for posting and a completion of arrangements to permit the nurse selected to fill the vacancy. A copy of the posting shall be sent to the Association. The name of the successful applicant shall be posted by the Employer. Unsuccessful applicants will be notified in writing by the Employer.

- (b) An application for transfer system will be established. Under such system, any nurse will be able to fill out an appropriate form indicating her interest in working elsewhere in either service area and her application shall be

considered as though she had made it at the time of posting a vacancy. Copies of all transfer applications shall be sent to the Association by the Employer.

- (c) Vacancies created by filling a posted vacancy shall be posted for three (3) working days which excludes Saturdays, Sundays and paid holidays.

13.10 Notices

Any notice to any employee under this Agreement may be given personally (either directly or by telephone) or by prepaid registered post addressed to the employee at her last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given when delivered to the postal authorities.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.01 (a) The Employer may grant a leave of absence with or without pay to any nurse. A request for leave of absence and reply under this paragraph must be in writing by both the Employer and the nurse. Such leave shall not be unreasonably denied.

- (b) A leave of absence for a period not to exceed three (3) years without pay and without loss of seniority may be granted to a nurse in order to attend a recognized College or University full time provided that the course of instruction is related to the nurse's employment opportunities with the Employer.

If the programme in which the nurse is enrolled exceeds one (1) year, the nurse will provide the Employer with evidence that she is continuing in the programme. If the nurse withdraws from the programme, she shall notify the Employer as soon as possible and the leave will be cancelled.

Only one (1) nurse may be off at a time on this leave. The nurse shall have completed one (1) year continuous service. Such leave shall be granted on the basis of seniority. The Employer shall return the nurse to her former position at the end of the leave unless her position has been deleted in which case she shall be given a comparable position.

- (c) If the leave of absence without pay does not exceed thirty (30) calendar days, the Employer will continue to make contributions towards subsidized nurse benefits in which the nurse is participating and the nurse's seniority will continue to accumulate.
- (d) If such leave of absence without pay exceeds thirty (30) continuous calendar days, the nurse will no longer accumulate seniority, (anniversary date to be adjusted accordingly), nor will she continue to accumulate service for the purposes of vacation entitlement and sick leave benefits for that period of the absence exceeding thirty (30) continuous calendar days. In addition, the nurse will become responsible for full payment of subsidized nurse benefits in which she is participating for that portion of the leave of absence without

pay which is in excess of thirty (30) calendar days. This clause does not apply to a nurse on pregnancy/parental leave.

- (e) A nurse on leave of absence of two (2) months or more is required to give confirmation of the date of her return to work at least fourteen (14) calendar days prior to her return except in unusual circumstances but in any event the nurse will make every effort to give at least thirty (30) calendar days notice.

14.02 In any case where a nurse is granted leave of absence without pay of one (1) week or greater, she shall not be required to work the weekend prior to or following the leave of absence.

14.03 After a leave of absence of four (4) months or more, the Employer will familiarize the nurse with any changes in policies and procedures prior to assigning her to her regular duties.

14.04 Leave of Absence for Association Business

The Employer will grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings. Not more than two (2) nurses may be on leave at any one time. In the event the Employer experiences staffing problems by having two (2) nurses absent on Association business leave, the Employer may limit the number of absent nurses to one (1) nurse. The cumulative number of days in one (1) year for the whole bargaining unit shall not exceed thirty-five (35) working days off. Nurses requesting such leave will give thirty (30) days notice unless exceptional circumstances preclude such notice.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Local Association agrees to reimburse the Employer, within a reasonable period of time, the amount of the daily rate of the nurse. The Employer will bill the Local Association within a reasonable period of time.

14.05 The Employer will grant a leave of absence without pay to the Local Co-ordinator to attend Association functions, provided that the total number of days does not exceed thirty-five (35) working days off in one (1) calendar year. There shall be no loss of service and seniority during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Articles 14.04, 14.06 and 14.07.

14.06 A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the Office of President, shall be granted, upon request, such leave(s) of absence as she may require to fulfil the duties of her position. Leave of absence under this provision shall be in addition to the Association leave provided in Article 14.04 above. A nurse requesting such leave must give at least fourteen (14) days' notice unless exceptional circumstances preclude such notice. If the Board position is an executive position, the number of days will be increased to one hundred (100). Notwithstanding Article 14.01, there shall be no loss of seniority or service during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

14.07 Upon application in writing by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the Office of President of the Ontario Nurses' Association. Notwithstanding Article 14.01, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of such return.

14.08 Compassionate Leave

- (a) If the parent, step-parent, guardian, spouse (including common-law or same sex spouse), child, step-child, mother-in-law, father-in-law, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law of a full-time nurse dies, the nurse who is so related to such deceased person will be granted compassionate leave with pay up to a maximum of three (3) working days plus two (2) days for travel if required. The Employer may grant a similar leave for the critical illness of an above-mentioned relative.
- (b) If a parent, step-parent, guardian, spouse (including common-law or same sex spouse), child, step-child, mother-in-law, father-in-law, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law of a regular part-time nurse dies, the nurse who is so related to such deceased person will not be required to attend at work during up to a maximum of three (3) working days which occur during the seven (7) continuous calendar days commencing from the day of the death of the relative, and the nurse will not suffer any reduction in pay as a result of her non-attendance at work for such three (3) working days under such compassionate leave. Such nurse is also entitled to two (2) days for travel if required as long as the travel time occurs within the said seven (7) continuous calendar day period. The Employer may grant a similar leave for the critical illness of an above-mentioned relative.

14.09 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The nurse shall give written notification at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall confirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

14.10 Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 14.08, is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is a natural father or is an adoptive parent may extend the parental leave for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. The nurse shall give written notification of the date of starting such leave and the expected date of return at least four (4) weeks in advance of the commencement of the leave. In cases of adoption, the nurse shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.

14.11 Court Attendance

If a full-time or regular part-time nurse is required to serve as a juror in any court of law or is required by subpoena to attend a court of law (a Coroner's inquest shall be considered a court of law) in connection with a case arising from her duties with the Employer, she shall not lose her regular pay because of necessary absence from scheduled work due to such attendance, provided that she:

- (a) informs the Employer immediately upon her notification that she will be required to attend court;
- (b) presents proof of service requiring her attendance;
- (c) promptly repays the Employer the amount (other than expenses) paid to her for such services as a juror or attendance as a witness.

14.12 Pre-Paid Leave Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The nurse must make written application to the Employer at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating her wish to take a leave.
- (c) The number of nurses that may be absent at any one time shall be one (1) from each service area. The year for purposes of the program shall be July 1st of one year to June 30th the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Association and the Employer.
- (d) Written applications will be reviewed by the Executive Director or her designate. If more than the permitted number wish to be on leave at the same time, seniority shall govern so long as those who have not had a pre-paid leave have precedence over those who have already had such a leave.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be determined by a committee comprised of one (1) Ontario Nurses' Association representative, one (1) management representative, and one (1) nurse representing the plan participants which shall meet at least once yearly in February to determine and give direction in the investment of the fund.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse. If paid out in more than one (1) instalment, interest, if any, on the unpaid balance will continue to accrue to the benefit of the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. For any nurse other than full-time, the days counted towards seniority shall be pro-rated based on the nurse's average number of days worked over the last four (4) years. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits which she continues to carry. Contributions, if any, to the Employer pension will continue to be made in accordance with the plan. The nurse will not be eligible to participate in the L.T.D. plan during year of the leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Executive Director. Deferred salary plus any accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If a nurse terminates employment, the deferred salary held by the Employer plus any accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.

- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary and any accrued interest, if any, paid out to her within a reasonable time. If the nurse chooses to reschedule her leave, it shall take precedence over any other leaves, under the pre-paid leave plan, planned for the year in which she reschedules her leave.
- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - (1) A statement that the nurse is entering the pre-paid leave program.
 - (2) The period of salary deferral and the leave period for which the leave is requested.
 - (3) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 15 – SICK LEAVE

- 15.01 Sick leave means the period of time when a full-time nurse, or regular part-time nurse who works in a half-time or greater position, is permitted to be absent from work with full pay due to sickness or accident rendering her unable to perform her duties and not compensable under the Workers' Compensation Act.
- 15.02 Sick leave will be granted to full-time nurses on the following basis:
- (a) sick leave benefits will cease on termination of employment or up to the nurse's seventieth birthday or on death;
 - (b) the unused portion of sick leave in any year will be cumulative up to a maximum of one hundred and twenty (120) working days;
 - (c) a nurse may be required to submit a physician's certificate with respect to any period of time she may be absent from her duties on sick leave. If a physician's certificate is required by the Employer, the Employer shall pay any fee for such certificate which is not payable by the nurse's Health Insurance Plan;

- (d) sick leave benefits will cease on termination of employment or up to the nurse's seventieth birthday or on death;
- (e) should a person become ill preceding her scheduled vacation period and should such illness continue into what would have been her vacation, all such time may be considered sick leave and the vacation period may at the option of the employee be rescheduled at a later day.

15.03 A nurse will not be entitled to sick pay:

- (a) when absent on pregnancy/parenting leave;
- (b) during a period of lay-off or of leave of absence without pay;
- (c) during a vacation period, subject to 19.11;
- (d) for any day on which she is not scheduled to work.

15.04 Sick leave will be granted on a pro-rated basis in accordance with Article 15.02 to regular part-time nurses who work in a half-time or greater position.

15.05 There shall be no deduction from sick leave credits when a nurse has completed at least half (1/2) the hours of her shift.

15.06 A nurse must make every effort to notify her Manager promptly and in advance of her scheduled work day of her inability to report for work due to sickness so that service can be maintained. Managers will advise their staff of the appropriate reporting procedures to be followed.

15.07 The Employer will notify each nurse of the amount of unused sick leave in her bank annually.

15.08 Time granted for medical and dental appointments of one (1) day or more will be considered as sick leave. Time off for a shorter period may be granted at the discretion of the immediate Manager.

15.09 A full-time nurse or a regular part-time nurse who works in a half-time or greater position who transfers to a regular part-time position in which she regularly works on a predetermined and fixed schedule of less than eighteen and three-quarters (18 3/4) hours per week or to casual part-time status will be entitled to retain but not accumulate or utilize any unused accumulated sick days earned prior to such transfer and will only be entitled to utilize such sick days upon obtaining a full-time or a half-time or greater position.

ARTICLE 16 – HOURS OF WORK

16.01 Work Week

The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

- (a) The normal working hours for full-time nurses shall be seventy-five (75) hours for every two (2) week period being an average of thirty-seven and one-half (37 1/2) hours per week (exclusive of a one-half (1/2) hour unpaid meal period per day).
- (b) The normal hours of work per day for full-time nurses shall be seven and one-half (7 1/2) hours (exclusive of a one-half (1/2) hour unpaid meal period per day). A nurse may flex her start and finish times for day shift and her start time for evening shift with the agreement of her immediate Manager, as long as it is understood that the evening shift ends at midnight.
- (c) The daily and weekly hours of work for regular part-time employees, interim replacement employees and casual part-time employees may vary from day to day and week to week.
- (d) There will be two (2) fifteen (15) minute paid rest periods in each seven and one-half (7 1/2) hour work day.

16.02 A nurse shall not be scheduled more than seven (7) days in a row. Days off may be split providing she receives at least one (1) period of two (2) consecutive days off and a total of four (4) days off in a fourteen (14) day period.

A nurse will not be scheduled to work more than one (1) weekend in two (2).

Nursing schedules for full-time and regular part-time nurses will be posted at least four (4) weeks in advance of the first date in the time covered and will cover a four (4) week period.

16.03 A nurse will receive premium pay (time and one-half) for all hours worked on a second and additional, if any, consecutive and subsequent weekend, save and except where:

- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of shifts with another nurse.

16.04 Requests for changes in posted schedules must be submitted in writing and co-signed by the nurse willing to change the assignment.

16.05 (a) If a nurse is required and authorized to work in excess of seven and one-half (7 1/2) hours per day or seventy-five (75) hours averaged over a two (2) week period, she shall receive, at the option of the Employer, compensating time off without loss of pay, calculated at one and one-half (1 1/2) times such overtime hours worked and taken at a mutually agreeable time or alternatively, overtime pay at one and one-half (1 1/2) times the regular straight time hourly rate for such overtime hours worked.

- (b) Overtime premium will not be duplicated for the same hours worked in excess of the normal daily hours or in excess of the normal bi-weekly hours

outlined in 16.01 (a) and (b), nor will it be pyramided with any other premium payable under this Agreement, subject to 16.04 (c).

- (c) Where a full-time nurse or a regular part-time nurse is required to work on a paid holiday or on her scheduled day off and she is required to work additional hours following her full shift on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

16.06 Additional hours worked as a result of a change in scheduling at the request of a nurse or exchange of scheduled shifts by two (2) nurses will not be considered overtime. However, it is understood and agreed that any time worked in excess of a seven and one-half (7 1/2) hour shift and approved by the Employer will be paid at overtime rates.

16.07 (a) A nurse who is required to remain available for duty on standby shall receive standby pay in the amount of two dollars and thirty cents (\$2.30) per hour, for the period of standby scheduled by the Employer. If a nurse is called in to work from standby, she shall receive time and one-half her regular straight time hourly rate for all hours worked or a minimum of three (3) hours pay at her regular straight time hourly rate.

- (b) No full-time nurses and no regular part-time nurses who have worked the day or evening shift or will work the next day or evening shift shall be required to take standby duty. Standby duty will be shared between part-time nurses willing to do standby.

- (c) Full-time and regular part-time nurses employed in Nursing Service will share the evening work on an equitable basis. Casual part-time nurses may be requested to do evening shifts as necessary. The evening shift will end at midnight. Nurses may, with the agreement of their Manager, set their own start times as long as the assigned work for the shift is completed. Pay for an evening shift which ends at midnight shall be seven and one-half (7 1/2) hours paid at the nurses' regular straight time rate. Any hours worked beyond midnight will be treated as overtime and paid in accordance with 16.05.

In the event that the Employer decides to introduce a night shift, the Employer will negotiate this change with the Association.

- (d) A nurse shall be paid a shift premium of seventy-five cents (\$0.75) per hour for all hours worked on an evening shift between 1600 hours and 2400 hours.

- (e) Effective the beginning of the first full pay period following date of ratification by the Union, a nurse shall be paid a weekend premium of seventy-five cents (\$0.75) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

Effective April 1, 2007, a nurse shall be paid a weekend premium of fifty-five cents (\$0.55) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

Effective April 1, 2008, a nurse shall be paid a weekend premium of sixty cents (\$0.60) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

- 16.08 (a) When a full-time or regular part-time nurse who is not on standby has completed her regularly scheduled shift and left work and is called back to work that same day or alternatively, is called back to work on her scheduled day off, she shall receive time and one-half her regular straight time hourly rate for all hours worked or a minimum of four (4) hours at her regular straight time hourly rate.
- 16.09 Where a nurse is called in to work less than two (2) hours prior to the commencement of the shift and arrives within one (1) hour of the commencement, she will be paid for a full tour provided that she works until the normal completion of the tour.
- 16.10 A nurse who reports for work as scheduled unless otherwise notified of cancellation of work by the Employer shall receive a minimum of three (3) hours' pay at her regular straight time hourly rate of pay if her regular duties are not available. If her regular duties are not available, such nurse shall be required to perform any nursing duties assigned by the Employer.

ARTICLE 17 – SALARIES AND PROFESSIONAL CLASSIFICATIONS

- 17.01 Classification and salary ranges are attached hereto as Schedule "A" and form part of this Agreement.

ARTICLE 18 – PAID HOLIDAYS

- 18.01 (a) The Employer recognizes the following days as paid holidays for full-time nurses:
- | | |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Dominion Day | Nurse's Birthday |
| Civic Holiday | Family Day |
| Labour Day | |
- (b) In the event the Province of Ontario proclaims a paid holiday other than those listed in (a), it will be substituted for the Nurse's Birthday holiday and the Nurse's Birthday holiday will be deleted from this Agreement.
- 18.02 In order to qualify for holiday pay, a full-time nurse must work her last scheduled shift immediately prior to the paid holiday and her first scheduled shift immediately following the paid holiday unless the nurse is absent on:
- (a) paid sick leave;
- (b) paid vacation;

- (c) paid leave of absence;
- (d) approved leave of absence without pay of fifteen (15) or fewer continuous calendar days.

It is agreed that a nurse off work on lay-off or a nurse off work receiving Worker's Compensation Disability Benefits or pension, or a nurse off work on an approved leave of absence without pay exceeding fifteen (15) continuous calendar days is not eligible for paid holidays or holiday pay from the Employer.

- 18.03 When a full-time nurse is required to work on the above holidays (not including the float holiday) she shall receive a day off in lieu without loss of pay from her regular earnings and be paid one and one-half (1 1/2) times her regular straight time hourly rate for all regular hours worked on such holiday.
- 18.04 If a holiday as defined in 18.01, other than the float holiday, falls on a nurse's scheduled day off, she shall be given another day off with pay at a mutually agreeable time. Lieu days for working on paid holidays shall be taken at a mutually agreeable time.
- 18.05 If one of the above-mentioned paid holidays occurs during a nurse's vacation period, the nurse will receive an additional day off with pay at a mutually agreeable time.
- 18.06
- (a) A regular part-time nurse who works in a half-time or greater position will be entitled to holiday pay for each of the holidays listed in 18.01 (a) (including the float holiday) on a pro-rated basis on the condition that such nurse meets the qualifying conditions in Article 18.02. In addition, if she works on any of the ten (10) named holidays (not including the float holiday), she shall be paid one and a half (1 1/2) times her regular straight time hourly rate for all regular hours worked on such holiday.
 - (b) A regular part-time nurse who works less than half-time who works on any of the ten (10) named holidays in 18.01 (a) (not including the float holiday), shall be paid one and a half (1 1/2) times her regular straight time hourly rate for all regular hours worked on such holiday.
 - (c) A casual part-time nurse and an interim replacement nurse will be paid one and a half (1 1/2) times her regular straight time hourly rate for all regular hours worked on any of the seven (7) paid holidays listed in the Employment Standards Act.
- 18.07 A nurse shall not be scheduled to work both Christmas Day and New Year's Day. If a nurse is scheduled to work Christmas Day or New Year's Day, the Employer will endeavour to schedule her off for at least four (4) consecutive days at either Christmas or New Year's.
- 18.08 Each full-time nurse may request up to three (3) personal unpaid leave days per year and each regular part-time nurse may request up to one and one-half (1 1/2) personal unpaid leave days per year.

ARTICLE 19 – VACATION

- 19.01 The vacation entitlement date in any year shall be December 31st.
- 19.02 Full-time nurses shall receive vacations with pay as follows:
- (a) a nurse who has completed less than one (1) year of continuous service as of December 31st, shall be entitled to a vacation with pay of 1.7 days for each completed month of service to a maximum of twenty (20) days;
 - (b) a nurse who has completed one (1) or more but less than ten (10) years of continuous service as of December 31st, shall be entitled to an annual vacation with pay of four (4) weeks;
 - (c) a nurse who has completed ten (10) or more but less than twenty (20) years of continuous full-time service as of December 31st, shall be entitled to an annual vacation with pay of five (5) weeks;
 - (d) a nurse who has completed twenty (20) or more years of continuous full-time service as of December 31st, shall be entitled to an annual vacation with pay of six (6) weeks.
 - (e) a full-time nurse who has completed one (1) or more years of continuous service and who is absent for a period in excess of thirty (30) continuous calendar days in any vacation year shall have her vacation with pay entitlement calculated on the following basis:

$$\frac{\text{\# days paid during vacation year} + 30}{260} \times \text{her annual vacation entitlement} = \text{proportionate vacation entitlement}$$
- 19.03
- (a) The Employer will endeavour to accommodate the requests of nurses with respect to vacation dates subject to the consideration of service needs. Vacation requests shall not be unreasonably denied. If there is a conflict in vacation requests in a service area, seniority shall be the deciding factor. Once a nurse has been granted a requested vacation period, she may not then exercise her seniority rights to change that vacation period.
 - (b) Applications for vacations for the months of July and August shall be submitted in writing by March 15th for nurses with seniority greater than five (5) years and by April 1st for nurses with seniority of five (5) years or less. The Employer will post the finalized vacation list by April 15th. All other vacation requests shall be submitted in writing at least one (1) month in advance of the time requested and the Employer shall reply to the request within one (1) week.
 - (c) A newly employed full-time nurse may not take any vacation during the first six (6) months of her employment.

19.04 Vacation Requests

The parties agree that Articles 19.03 (a) and (b) will be applied in the following manner as they apply to requests for vacation at Christmas time and March Break:

- (a) If there is a conflict in vacation requests for time off at Christmas, seniority shall be the deciding factor provided written requests are filed no later than July 16th in any year.
- (b) If there is a conflict in vacation requests for time off at March Break, seniority shall be the deciding factor provided written requests are filed no later than September 1st in any year.
- (c) Replies to requests for these times will be given one (1) week after the request deadline.
- (d) Requests made after the requested deadline for Christmas or March Break will be granted on a first-come-first-serve basis and seniority will not apply.
- (e) Requests for other times of year will be in accordance with Article 19.03.

19.05 Vacations are normally to be taken in the vacation year in which they are earned but vacation credits may be carried over to the next vacation year, subject to the following:

- (a) The nurse may carry over up to five (5) days to the following vacation year with the approval of her Manager.
- (b) A request to carry over more than five (5) days must be submitted in writing to the Executive Director by December 31st and must include a plan to take the carried over vacation within the first three (3) months of the new vacation year.
- (c) A reminder of any outstanding vacation days will be communicated to the nurse by early December.

19.06 The Employer will endeavour to schedule as a weekend off the weekend prior to a nurse's vacation.

19.07 The Employer will continue its present practice relative to pro-rated vacation entitlement for regular part-time nurses who work in a half-time or greater position. Equivalent years of service calculated on the basis of fifteen hundred (1500) hours of regular part-time service equals one (1) year of full-time service shall be used to determine continuous service for vacation entitlement purposes for a regular part-time nurse in a half-time or greater position, subject to 19.08.

19.08 For the purposes of vacation entitlement for those nurses whose status is changed from regular part-time to full-time, fifteen hundred (1500) hours of regular part-time service shall equal one (1) year of full-time service.

19.09 Any service towards vacation entitlement earned by a full-time or regular part-time nurse working in a half-time or greater position prior to November 21, 1985, will be

retained, but the accumulation of service for vacation entitlement purposes subsequent to ratification will be in accordance with Article 19.

- 19.10 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her termination. If vacation has been received by the nurse in excess of the vacation earned by the nurse in the year of termination, there shall be deducted from the salary of the nurse or refunded to the Employer by the nurse, an amount equivalent to the pay for vacation received but unearned.
- 19.11 For nurses with paid sick leave entitlement, the following shall apply:
- (a) Where a nurse's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the nurse may opt to consider the period as sick leave.
 - (b) Where a nurse's scheduled vacation is interrupted due to serious illness requiring the nurse to be an inpatient in a Hospital, the nurse may opt to consider the period of hospitalization as sick leave.
 - (c) The portion of the nurse's vacation which is considered to be sick leave in (a) or (b) will not be counted against the nurse's vacation credits.

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

- 20.01 The Employer Pension Plan is maintained at National Office for all full-time nurses and less than full-time nurses. Enrolment, participation and the contributions by nurses and the Employer will be in accordance with the terms and conditions of that Plan.
- 20.02 The Employer agrees to contribute, subject to 14.01 (c), towards the insurance premiums for all eligible full-time nurses under the insurance plans set out below as follows:
- (a) one hundred percent (100%) of the billed premium under the Ontario Health Insurance Plan (single or family coverage as applicable);
 - (b) effective August 1, 1992, fifty-five percent (55%) of the billed premium for a semi-private hospital room coverage and an extended health care plan (ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible), plan contents attached to and forming part of this Collective Agreement in Appendix 3;
 - (c) effective August 1, 1992, fifty-five percent (55%) of the billed premium for a dental plan (twenty-five dollars (\$25.00) single and fifty dollars (\$50.00) family deductible), plan contents attached to and forming part of this Collective Agreement in Appendix 3.
- 20.03 The Group Insurance Plan which includes a Group Life, Accidental Death and Dismemberment and Long Term Disability Insurance Plan will be as described in Appendix 3, which forms part of this Collective Agreement. The Employer will pay one hundred percent (100%) of the insurance premium of the Group Life and AD&D

insurance and the nurse will pay one hundred percent (100%) of the insurance premium for the L.T.D. plan. This Group Insurance Plan covers full-time and regular part-time nurses working in a half-time or greater position.

- 20.04
- (a) Contributions in 20.02 for full-time nurses will be made on a pro-rated basis for regular part-time nurses who work in a half-time or greater position.
 - (b) Regular part-time nurses working less than the hours in a half-time or greater position shall receive fourteen percent (14%) of the nurses' regular straight time hourly rate in lieu of all benefits listed in Articles 15, 18 (other than 18.06 (b) and (c) and 18.07), 19 (other than 19.01, 19.03 (a) and (b), 19.06 and 19.08), 20 (other than 20.04 (b)), 22.02 and A.08 and also in lieu of holiday pay and vacation pay under the Employment Standards Act. It is expressly agreed that this additional amount does not form part of the regular straight time hourly rate for purposes of calculating overtime premiums or any other monetary premium under this Agreement.
 - (c) Casual part-time nurses and interim replacement nurses shall receive twelve percent (12%) of the nurses' regular straight time hourly rate in lieu of all benefits listed in Articles 15, 18 (other than 18.06 (b) and (c) and 18.07), 19 (other than 19.01, 19.03 (a) and (b), 19.06 and 19.08), 20 (other than 20.04 (b) and (c)), 22.02 and A.08 and also in lieu of holiday pay and vacation pay under the Employment Standards Act. It is expressly agreed that these additional amounts listed in 20.04 (b) and (c) do not form part of the regular straight time hourly rate for purposes of calculating overtime premiums or any other monetary premium under this Agreement.

ARTICLE 21 – VEHICLES

- 21.01 Nurses will be required, as a condition of employment, to provide their own vehicle and will be paid a mileage allowance of thirty-eight cents (\$0.38) per kilometre.

Effective the beginning of the first full pay period following date of ratification by the Union, the mileage allowance will be increased to forty cents (\$0.40) per kilometre.

Work mileage for payment will be calculated as follows:

- (a) If the nurse travels from home to her first visit, mileage will be counted for any distance in excess of the distance from the nurse's residence to the office and the time spent driving the excess distance shall be considered time worked.
 - (b) If the nurse ends her day at the office, no mileage will be recorded for the trip from the office to the nurse's home.
 - (c) If the nurse travels from her last visit to her home at the end of her day, mileage in excess of the distance from the nurse's residence to the office will be counted for payment of mileage and the time spent driving the excess distance shall be considered time worked.
- 21.02 Mileage claims must be submitted by the last day of each month and will be paid out by the 15th of the following month.

- 21.03 The nurse will provide proof of one million dollars (\$1,000,000.00) public liability coverage and proof that she has business coverage or that her insurance company knows that she uses her car for work and is covered for this.

ARTICLE 22 – GENERAL

- 22.01 It shall be the duty of each nurse to notify the Employer promptly of any change of name, address, telephone number or any temporary change in residency. If a nurse fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such nurse.
- 22.02 The costs of any medical examination, re-examination, tests or X-rays required by the Employer will be borne by the Employer if not covered by the nurse's insurance. This will include any charge levied for filling out forms required by the Employer.
- The Employer shall also provide for the nurses immunization injections and gamma globulin injections.
- 22.03 Nurses shall be paid every other Friday. Cheque stubs and/or cheques if the nurse is not participating in the direct deposit program shall be ready by 0830 on pay day. If a paid holiday listed in Article 18.01 of this Agreement falls on a pay day, the Thursday before the paid holiday will become the pay day for that two (2) week period.
- 22.04 **Bulletin Boards**
- The Employer will provide bulletin board space for the purpose of the Association posting notices regarding meetings and other matters of interest. All such notices must be signed by a member of the Association Executive who is employed by the Employer. Notices must be approved by the Executive Director or her designate prior to posting. Such approval shall not be unreasonably denied.
- 22.05 Copies of all policy changes affecting the bargaining unit as a whole and/or changes in conditions of employment affecting the membership of the bargaining unit as a whole will be forwarded to the Association.
- 22.06 The Employer will notify the Bargaining Unit President through the monthly dues deduction list of the names of those nurses off work on W.S.I.B., benefits or L.T.D.

ARTICLE 23 – DURATION OF AGREEMENT

- 23.01 This Agreement shall be effective from April 1, 2009 and shall continue in effect until March 31, 2010 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 23.02 Notice of termination or desire to amend this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

DATED at Thunder Bay, Ontario, this day of , 2011.

FOR THE EMPLOYER

FOR THE ASSOCIATION

SCHEDULE "A"
NURSING SALARIES

A.01

REGISTERED NURSE			
	Effective December 31, 2009		
	Hourly	Yearly	
Start	\$24.13	\$47053.50	
1 Year	\$25.06	\$48867.00	
2 Years	\$26.34	\$51363.00	
3 Years	\$27.60	\$53820.00	
4 Years	\$28.91	\$56374.50	
5 Years	\$30.49	\$59455.50	
6 Years	\$32.06	\$62517.00	
7 Years	\$33.67	\$65656.50	
8 Years	\$35.27	\$68776.50	
Start			
1 Year			
2 Years			
3 Years			
4 Years			
5 Years			
6 Years			
7 Years			
8 Years			

The above adjustments resolve the issue of Pay Equity maintenance.

- A.02 (a) Effective date of ratification, a claim for recent related nursing experience, if any, shall be made in writing by a nurse at the time of hire on the application for employment form. The nurse shall co-operate with the Employer by providing verification of previous experience so that her recent relevant nursing experience may be determined and evaluated during her probationary period. Having established the recent relevant nursing experience, the Employer will recognize such previous experience of a newly employed nurse with one (1) annual service increment for each year of experience provided the nurse has not been out of the field of active nursing for more than three (3) consecutive years.
- A.03 (a) Each full-time nurse will be advanced from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her service review date. If a nurse's absence without pay from the Employer exceeds thirty (30) continuous calendar days during each twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- (b) A regular part-time nurse will be advanced from her present level to the next level set out in the Salary Schedule on completion of fifteen hundred (1500)

hours of work since her last advancement. Casual part-time nurses shall accumulate service towards increments based on the regular part-time formula.

Interim replacement nurses hired from outside the bargaining unit shall accumulate service towards increments based on the full-time formula if they are working full-time hours and on the regular part-time formula if they are working part-time hours.

- (c) A regular part-time nurse or casual part-time nurse whose status is altered to full-time will assume her same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.
- (d) A full-time nurse's service review date shall be her anniversary date of employment unless adjusted in accordance with A.03 (a), (b) and (c).
- (e) A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the salary grid of the higher rated classification so that she shall receive no less an increase in salary than the equivalent of one (1) step in the salary range of the previous classification (provided it does not exceed the salary range of the classification to which she has been promoted) and she shall retain her service review date for the purpose of wage progression. A nurse who is moved to a lower rated classification will be placed at the level on the grid, if any which most closely recognizes her experience level on the other grid.
- (f) An interim replacement nurse hired from outside the bargaining unit shall be placed on the salary grid in accordance with A.02 (a).

A full-time or regular part-time nurse who agrees to fill a temporary vacancy on an interim replacement basis shall retain her level on the salary grid and continue to accumulate service for increments in accordance with A.03 (b). She shall continue to accumulate seniority and to receive all her applicable benefits.

A casual part-time nurse who agrees to fill a temporary vacancy on an interim replacement basis shall be placed on the salary grid in accordance with A.02 (a) plus all her service with the Employer. She shall continue to accumulate service for increments in accordance with A.03 (b) and seniority.

A.04 The bi-weekly rate of salary for a full-time nurse equals the annual salary rate divided by twenty-six (26) pay periods, i.e.,

$$\frac{\text{Annual Salary}}{26} = \text{Bi-weekly Rate.}$$

The straight time hourly rate equals the annual salary rate divided by the hours per week times fifty-two (52), i.e.,

$$\frac{\text{Annual Salary}}{37.5 \times 52} = \text{Straight Time Hourly Rate.}$$

A.05 Regular part-time nurses who work in a half-time or greater position shall be paid on a pro-rata annual salary basis. All other part-time nurses will be paid on an hourly basis.

A.06 When a new classification covered by this Agreement is established by the Employer, the salary for such classification will be negotiated. Any change in the rate arrived at through negotiations shall be made retroactive to the time at which the new classification was filled.

- A.07
- (a) Whenever a nurse is temporarily assigned by the Employer to replace a Manager or a nurse in a higher rated classification for a period of one (1) day or longer, she shall be paid six dollars and fifty cents (\$6.50) per day in addition to her regular salary.
 - (b) Whenever a nurse is designated "in charge" or some similar designation on the weekend, she shall be paid a responsibility allowance of forty cents (\$0.40) while so designated. Effective March 15, 1992, increase the amount to fifty-five cents (\$0.55) per hour.

A.08 Retirement Allowance

When a full-time or regular part-time nurse who works in a half-time or greater position who was employed by the Employer on or before November 21, 1985, retires at age fifty (50) years or some greater age she shall be given, in addition to any other payment due to her, a retirement allowance as follows:

- After fifteen (15) years' continuous service - two (2) months' salary.
- For each additional twelve (12) months of continuous service, inclusive of vacation, an additional four (4) days' salary up to a maximum of four (4) months' salary for twenty-five (25) years' continuous service.

A.09 Retroactivity

Salary increases found in A.01 will be retroactive to December 31, 2009 where indicated. All other items are effective on the date stated or, if no date is indicated, on ratification. Nurses in the employ of the Employer on or after December 31, 2009, shall be entitled to all retroactive increases and provisions. Retroactive salary increases shall be based on hours paid. The Employer will notify nurses employed on or after December 31, 2009, who have left the service of the Employer of their eligibility for retroactivity. Retroactivity will be on a separate cheque and will be paid to the nurses within six (6) weeks of ratification.

LETTER OF UNDERSTANDING

BETWEEN:

VICTORIAN ORDER OF NURSES – ONTARIO BRANCH
THUNDER BAY AND DISTRICT SITE
(hereinafter referred to as the "Employer")

AND:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

RE: NIGHT SHIFT AND EARLY MORNING COVERAGE

In recognition of the need to provide services to the community and in recognition of nurses concerns regarding stability in scheduling, the parties agree to the following principles concerning the scheduling of night and early morning coverage.

1. Nurses shall be scheduled for night shift and early morning coverage work on a rotating basis amongst all full and regular part-time nurses.
2. Nurses will be pre-assigned one (1) week of early morning coverage followed by one (1) week of night shift with the understanding the nurse will be required to change from their posted shift to the assigned shift for their designated week should the need arise. Nurses may trade assigned weeks at their discretion provided at least one (1) week advance notice is given to the appropriate Manager or designate for approval.
3. Early morning coverage is a normal seven and one-half (7 ½) hour day shift as defined in Article 16.01 (b) beginning at 0600 hours.
4. When a nurse is required to change shifts, fifteen and one-half (15 ½) hours shall be allowed between shifts. If, however, a nurse is required to report on the second shift less than fifteen and one-half (15 ½) hours after finishing the first shift, the nurse will be paid overtime rates for the period worked before the fifteen and one-half (15 ½) hour time allowed for shift change has expired.
5. Nurses will receive an allowance of eight cents (\$.80) per hour for all hours worked between 2400 hours and 0800 hours.
6. The parties agree that night shift and early morning coverage language may be amended by mutual agreement during the term of this Collective Agreement.

